

**IN THE BOARD OF SUPERVISORS**  
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

\_\_\_\_\_ day \_\_\_\_\_, 20\_\_

**PRESENT:** Supervisors

**ABSENT:**

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING DEED RESTRICTION FOR NO-BUILD ZONE  
PRESERVED AS OPEN-SPACE WITH HENRI DeGROOT**

The following resolution is now offered and read:

WHEREAS, the Director of Planning and Building by letter dated August 19, 2014, has duly recommended that the Board of Supervisors enter into the above mentioned deed restriction and agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Deed Restriction For No-Build Zone Preserved As Open-Space, a copy of which is attached hereto and incorporated by reference herein as though set forth in full, is hereby approved by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said deed restriction and agreement on behalf of the County of San Luis Obispo.

2. That the Clerk of the Board of Supervisors is hereby authorized and directed to record the above deed restriction and agreement and a copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said

Attachment A2

deed restriction and agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and on the following roll call vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

\_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: July 28, 2014

20plhres

Attachment A2

STATE OF CALIFORNIA,       )  
  ) ss.  
County of San Luis Obispo,    )

I, \_\_\_\_\_, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the Board  
of Supervisors

(SEAL)

By \_\_\_\_\_  
Deputy Clerk.

RECORDING REQUESTED BY:

Henri DeGroot  
127 Oak Grove Lane  
Arroyo Grande, CA 93420

AND WHEN RECORDED MAIL TO:

Director of Planning and Building  
County of San Luis Obispo  
County Government Center, Room 300  
San Luis Obispo, California 93408

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APN: 075-041-004 (to be on Lots 2-6)

DEED RESTRICTION FOR NO-BUILD ZONE  
PRESERVED AS OPEN-SPACE

THIS DEED RESTRICTION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by HENRI DEGROOT, hereinafter referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereafter referred to as "County."

RECITALS:

A. Owner is the record owner of certain real property (hereafter referred to as "Owner's Property" or "Property") located in the County of San Luis Obispo, State of California, which is more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full.

B. As a condition of approval of a Conditional Use Permit authorizing a cluster division of real property (SUB2004-00247) and of a vesting tentative tract map for Tract 2718 (hereinafter referred to as "CUP" and "Vesting Map") by the County for Owner's Property, Owner is required to enter into a deed restriction for a no-build zone



on portions of Lots 2 through 6 and to irrevocably covenant with the County that there be and hereby is created the certain restrictions set out herein on the use and enjoyment of the Owner's Property to be recorded, attached to and become a part of the deeds to the Property for Lots 2 through 6 as more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full.

C. Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees under prior recorded deeds of trust and mortgages on the Subject Property, and that Owner represents there are none at this time. In the event that the Property is to be sold or mortgaged hereafter, Owner shall notify the County Department of Planning and Building in writing at least 30 days in advance of the recording of the deed of trust and provide a subordination of that mortgage to this Deed Restriction in a form acceptable to the Department of Planning and Building and to County Counsel.

NOW, THEREFORE, in consideration of the granting of conditional approval of the CUP and Vesting Map to Owner by the County, the Owner hereby irrevocably covenants with the County that there be and hereby is created the following restrictions on the use and enjoyment of the Owner's Property to be recorded, attached to and become a part of the deeds to the Property for Lots 2 through 6 as those lots will be created by recordation of a final tract map for Tract 2718.

1. Recitals. The above Recitals are incorporated herein by reference as though fully set forth in full.

2. Covenants, Conditions and Restrictions. The undersigned Owner, for himself and his heirs, assigns, grantees and successors in interest, covenants and

agrees that Lots 2 through 6 of the Owner's Property shall be subject to and bound by such covenants, conditions and restrictions, as follows:

(a) No structures or other improvements shall be placed, constructed, or erected in or upon the no-build zone except for public roads, private access roads, trails, pathways, drainage facilities, water lines, utilities or other improvements as authorized by the conditional use permit or vesting tentative tract map;

(b) No storage of any materials, vehicles, boats or trailers, or any other non-vegetative material shall be allowed within the no-build zone, except for the exterior tract fence and except for vegetation and irrigation equipment allowed by the landscaping, irrigation, and fencing plan approved by the Department of Planning and Building;

(c) The Owner shall provide on-going maintenance and replenishment of the no-build zone, fencing, vegetation and irrigation in good condition in accordance with the approved landscaping, irrigation, and fencing plan;

(d) No advertising of any kind or nature shall be placed in the no-build zone;

(e) No dumping in the no-build zone;

(f) No paving with any asphalt, stone, concrete or other material which is not natural cover in the no-build zone; and

(g) The Owner shall preserve and restrict as open-space the no-build zone over Lots 2 through 6 and shall provide for the maintenance of the no-build zone.

3. Open-Space Restrictions. Owner hereby covenants and agrees to preserve as open-space pursuant to Government Code sections 6950 through 6954,

inclusive, the scenic and natural condition of the no-build zone located on portions of Lots 2 through 6, which no-build zone is delineated on Exhibit B attached hereto and made a part hereof (including all of the area located between the private access driveway serving Lots 1 through 7 and Sevada Lane to the south). The open-space restrictions of this paragraph are not an enforceable restriction under the provisions of Section 422 of the Revenue and Taxation Code nor Article XIII of the Constitution of the State of California. Notwithstanding any other provision of this Deed Restriction, the open-space restrictions of this paragraph shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors of the County following prior approval by the County of an amendment to the CUP authorizing such termination or abandonment.

4. Reservations of Use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Property are excepted from this Deed Restriction and are expressly reserved to Owner or his successors:

(a) The right to construct, develop, and maintain all roads, trails, pathways, drainage facilities, water lines, utilities, and other improvements authorized by the approved CUP or Vesting Map, and any amendments or modifications thereto which may be approved by the County; and

(b) The right to use and occupancy of the Property subject to the conditions and restrictions imposed in this Deed Restriction and the conditions of approval of the CUP and Vesting Map.



5. Compliance with County regulations. Land uses permitted or reserved to Owner in this Deed Restriction are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land uses.

6. No authorization for public trespass. The Deed Restriction contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Property or as granting to the public or any member thereof any tangible rights in or to the Property or the right to go upon or use or utilize the Property in any manner whatsoever.

7. Duration. The deed restrictions in this agreement shall remain in force and effect during the period that the CUP or Vesting Map, or any modification or amendment thereof, remains effective, and during the period that the subdivision authorized by them or any modification of the subdivision remains in existence in or upon any part of, and thereby confers benefit upon, the Owner's Property, and shall bind the Owner and all of his heirs and assigns, grantees and successors in interest.

8. Effective date. The deed restrictions in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect unless revoked or otherwise terminated with the written consent of the Board of Supervisors after prior approval of an amendment to the CUP authorizing such revocation or termination.

9. Survival of Restrictions. This Deed Restriction shall be deemed to constitute a servitude upon and burden to the Owner's Property within the meaning of California Revenue and Taxation Code section 3712(d), or any successor statute



thereto, and shall survive any conveyance of Owner's Property, by a tax sale or otherwise.

10. Right of Entry. The Director of Planning and Building or his agents, officers and employees may enter onto the Owner's Property, upon 24 hours prior notice to Owner, to ascertain whether the restrictions set forth above are being observed.

11. Effect of Waiver. County's waiver of the breach of any one term, covenant or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant or provisions of this agreement or of the breach of any other term, covenant or provisions of this agreement.

12. Remedies. Any act, conveyance, contract or authorization by Owner whether written or oral which uses or would cause to be used or would permit use of the property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. In the event of a breach, the County may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of either party to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

13. Notices. Unless otherwise provided, all notices required under this Deed Restriction shall be in writing and delivered in person or sent by United States mail, first class, postage prepaid. Notices shall be addressed as follows:

To the County:	Director of Planning and Building County of San Luis Obispo County Government Center, Room 300 San Luis Obispo, California 93408
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To the Owner:            Henri DeGroot  
                                 127 Oak Grove Lane  
                                 Arroyo Grande, CA 93420

Either party may change such address by providing notice in writing to the other party, or thereafter notices shall be addressed and transmitted to the new address.

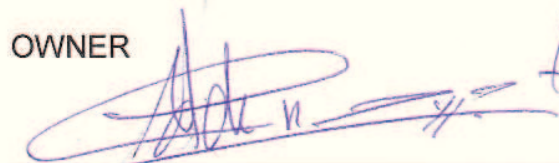
14.    Indemnification: The Owner shall defend, indemnify and save harmless the County, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Deed Restriction, including but not limited to those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the owner or his agents, employees or independent contractors directly responsible to the Owner; providing further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Owner, the Owner's agents, employees or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Owner to indemnify the County against any responsibility or liability in contravention of section 2782 of the Civil Code.

15.    Recording of Deed Restriction. Owner and County request that this Deed Restriction be recorded in the office of the San Luis Obispo County Recorder, and such recordation shall serve as constructive notice of the restrictions and obligations

contained herein to be performed and observed by Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the Owner has executed this Deed Restriction as of the day and year first above written.

OWNER



HENRI DEGROOT

COUNTY OF SAN LUIS OBISPO

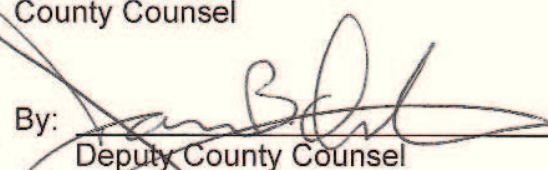
By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: June 20, 2014

NOTE: This Deed Restriction and Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]  
4639nwagr



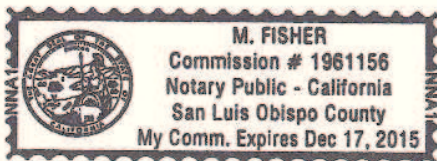
STATE OF CALIFORNIA

On 6-17, 2014, before me, M. FISHER  
a Notary Public, in and for the State of California, personally appeared  
Henri Degroot


who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

  
Signature of Notary Public

[SEAL]

STATE OF CALIFORNIA

)

)

ss.

COUNTY OF SAN LUIS OBISPO

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On \_\_\_\_\_, before me, \_\_\_\_\_,  
Deputy County Clerk-Recorder, County of San Luis Obispo, State of California,  
personally appeared, who proved to me on the basis of satisfactory evidence to be the  
person whose name is subscribed to the within instrument and acknowledged to me  
that he/she executed the same in his/her authorized capacity, and that by his/her  
signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-  
Recorder and Ex-Officio Clerk of the  
Board of Supervisors

By: \_\_\_\_\_  
Deputy County Clerk-Recorder

[SEAL]

## EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that part of Lot 128 of the parts of Ranchos Corral de Piedra, Pismo and Bolsa de Chemisal, subdivided by Jas. T. Stratton, C.E., September, 1873, in the un-incorporated area of the County of San Luis Obispo, State of California, as per Map recorded in Book A, Page 65 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a post in the Easterly line of said Lot 128, said post being set in the Westerly line of the Arroyo Grande-Guadalupe Road, said point of beginning being the point of intersection of the Westerly line of said Road with the Southwesterly line of the right of way of the Pacific Coast Railway;

Thence along said Southwesterly line of said Pacific Coast Railway right of way North  $34\frac{1}{4}^{\circ}$  West, 4.57 chains;

North  $28\frac{1}{4}^{\circ}$  West, 3.18 chains;

North  $36\frac{1}{4}^{\circ}$  West, 3.64 chains;

North  $50\frac{1}{4}^{\circ}$  West, 3.15 chains;

North  $56\frac{1}{4}^{\circ}$  West, 4.54 chains;

North  $52\frac{1}{2}^{\circ}$  West, 3.50 chains to a post marked F.11 set at the most Easterly corner of lands now or formerly belonging to M. R. Russell;

Thence South  $23\frac{1}{2}^{\circ}$  West, 22.60 chains to a post marked F.5;

Thence South  $66\frac{1}{2}^{\circ}$  East, 23.77 chains to a post marked F.1 set in the Westerly line of said Arroyo Grande-Guadalupe Road;

Thence North  $14\frac{3}{4}^{\circ}$  East along said last named line, 11.32 chains;

Thence North  $5^{\circ}$  West, 3.10 chains to the point of beginning.

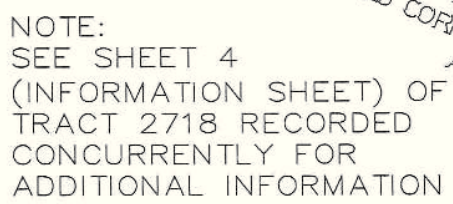
Excepting therefrom all that portion thereof conveyed to County of San Luis Obispo for roadway purposes by deed dated April 29, 1899 and recorded June 13, 1899 in Book 42, Page 448 of Deeds.

Savings and excepting therefrom an undivided 50% of all oil, gas and other hydrocarbon substances and/or minerals in and under said land, together with the right to enter upon said land for the purposes of drilling for, producing, extracting and taking any of said oil, gas and other hydrocarbon substances and/or minerals from said land as reserved by Robert W. Hopper and Floreen Hopper, husband and wife, in deed dated February 22, 1956 and recorded March 13, 1956 in Book 838, Page 521 of Official Records.

APN: 075-041-004



PARCEL 1  
14-18 OR 336



**MBS**  
**LAND SURVEYS**

JOB NO. 09-112